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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION II

JACOB K. JAVITS FEDERAL BUILDING

NEW YORK, NEW YORK 10278-0012

SDMS Document



111041

OCT 07 1993

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Agreement No. V002848-93-0

Thomas C. Jorling, Commissioner
New York State Department of
Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

Attention: Federal Relations Unit

Subject: Onondaga Lake Site Enforcement Cooperative Agreement

Dear Commissioner Jorling:

I am pleased to advise you of the approval of a Cooperative Agreement with the New York State Department of Environmental Conservation (NYSDEC). This action provides \$2,734,249 for enforcement-related activities for the Onondaga Lake site. This is in accordance with your application dated September 14, 1993, as revised September 23, 1993 and September 24, 1993. The project period for this agreement is October 1, 1993 through September 30, 1994.

Your attention is directed to the terms and conditions included in the agreement. The enclosed agreement is forwarded to you in triplicate. Please sign and date all copies, retain one for your files and return two to this office, Attn: Tierre A. Jeanné, Acting Chief, Grants Administration Branch. Completed documents must be returned within three calendar weeks of receipt, or within any extension of time as may be granted by the U.S. Environmental Protection Agency.

We look forward to an early acceptance.

Sincerely yours,

William J. Muszynski, P.E.
Acting Regional Administrator

Enclosure

cc: Richard R. Lynch, NYSDEC
Michael J. O'Toole, Jr., NYSDEC

U.S. ENVIRONMENTAL PROTECTION AGENCY EPA ASSISTANCE AGREEMENT / AMENDMENT PART I - ASSISTANCE NOTIFICATION INFORMATION				1. ASSISTANCE ID NO. V 002848-93-0		2. LOG NUMBER 02-V -		
				3. DATE OF AWARD SEP 30 1993		4. MAILING DATE OCT 7 1993		
RECIPIENT ORGANIZATION	5. AGREEMENT TYPE			6. PAYMENT METHOD				
	Cooperative Agreement <input checked="" type="checkbox"/> X			<input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Letter of Credit - ACH-0203				
	Grant Agreement			Send Payment Request to:				
	Assistance Amendment			GRANTS ADMINISTRATION BRANCH				
	8. RECIPIENT NYS DEPT. OF ENV. CONSERVATION 50 WOLF ROAD ALBANY, NY 12233-7050			9. PAYEE NYS DEPT. OF ENV. CONSERVATION 50 WOLF ROAD ALBANY, NY 12233-7050				
	EIN NO. 14-6013200		CONGRESSIONAL DISTRICT ALL		10. RECIPIENT TYPE STATE			
	11. PROJECT MANAGER AND TELEPHONE NO. MICHAEL J. O'TOOLE, JR. (518) 457-5861			12. CONSULTANT (WWT Construction Grants only) N/A				
	13. ISSUING OFFICE (CITY / STATE) US ENVIRONMENTAL PROTECTION AGENCY EPA REGION II GRANTS ADMINISTRATION BRANCH 26 FEDERAL PLAZA NEW YORK, NY 10278			14. EPA PROJECT / STATE OFFICER AND TELEPHONE NO. J. LA PADULA, PROJECT OFFICER (212) 264-0276 CAROL HEMINGTON GRANTS SPECIALIST, (212) 264-9860				
	15. EPA CONGRESSIONAL LIAISON & PHONE BARBARA BROOKS, (202) 260-5198		16. STATE APPL ID (Clearinghouse) NY-59400208		17. SCIENCE FIELD NA		18. PROJECT STEP (WWT Construction Grants Only) N/A	
	19. STATUTORY AUTHORITY CERCLA: SEC. 104		20. REGULATORY AUTHORITY 40 CFR PTS 31, 35 SUBPT O		21. STEP 2 + 3 & STEP 3 (WWT Construction Grants Only)			
				a. Treatment Level b. Project Type c. Treatment Process d. Sludge Design				
22. PROJECT TITLE AND DESCRIPTION Onondaga Lake Site Enforcement Cooperative Agreement A Cooperative Agreement with the New York State Department of Environmental Conservation (NYSDEC) that provides \$2,734,249 for enforcement-related activities for the Onondaga Lake site.								
23. PROJECT LOCATION (Areas Impacted by Project)								
City / Place ONONDAGA		County STATEWIDE		State NY		Congressional District 27		
24. ASSISTANCE PROGRAM (CFDA Program No. & Title) 66.802 Hazardous Substances Response Trust Fund		25. PROJECT PERIOD 10/01/93 - 09/30/94		26. BUDGET PERIOD 10/01/93 - 09/30/94				
27. COMMUNITY POPULATION (WWT Construction Grants Only) N/A		28. TOTAL BUDGET PERIOD COST \$2,734,249		29. TOTAL PROJECT PERIOD COST \$2,734,249				
FUNDS		FORMER AWARD		THIS ACTION		AMENDED TOTAL		
30. EPA Amount This Action		\$0		\$2,734,249				
31. EPA In-Kind Amount		0		0				
32. Unexpended Prior Year Balance		0		0				
33. Other Federal Funds		0		0				
34. Recipient Contribution		0		0				
35. State Contribution		0		0				
36. Local Contribution		0		0				
37. Other Contribution		0		0				
Allowable Project Cost		\$0		\$2,734,249				
FISCAL	Program Element	FY	Appropriation	Doc. Control No.	Account Number	Object Class	Obligation / Deobligation	
	(See continuation page)							

39. FISCAL (continued)

Site Name	Program Element	FY	Appropriation	Doc. Control Number	Account Number	Object Class	Obligation / Deobligation
ONONDAGA LAKE	TGBY3A	93	68-20X8145	KEO430	3TGB02KP4Q	41.85	2,734,249

PART II - APPROVED BUDGET

SITE NAME: ONONDAGA LAKEASSISTANCE IDENTIFICATION: V 002848-93-0

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TABLE A - OBJECT CLASS CATEGORY
(Non-construction)TOTAL APPROVED ALLOWABLE
BUDGET PERIOD COST

1. PERSONNEL	\$1,233,392
2. FRINGE BENEFITS	370,510
3. TRAVEL	1,740
4. EQUIPMENT	60,982
5. SUPPLIES	2,279
6. CONTRACTUAL	540,709
7. CONSTRUCTION	0
8. OTHER	0
9. TOTAL DIRECT CHARGES	\$2,209,612
10. INDIRECT COSTS: RATE _____ % BASE See Condition No. 15.	524,637
11. TOTAL (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$2,734,249
12. TOTAL APPROVED ASSISTANCE AMOUNT	\$2,734,249

TABLE B - PROGRAM ELEMENT CLASSIFICATION
(Non-construction)

1.	
2.	
3.	
4.	
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6.	
7.	
8.	
9.	
10.	
11.	
12. TOTAL (Share: Recipient _____ % Federal _____ %.)	
13. TOTAL APPROVED ASSISTANCE AMOUNT	

TABLE C - PROGRAM ELEMENT CLASSIFICATION
(Construction)

1. ADMINISTRATION EXPENSE	
2. PRELIMINARY EXPENSE	
3. LAND STRUCTURES, RIGHT-OF-WAY	
4. ARCHITECTURAL ENGINEERING BASIC FEES	
5. OTHER ARCHITECTURAL ENGINEERING FEES	
6. PROJECT INSPECTION FEES	
7. LAND DEVELOPMENT	
8. RELOCATION EXPENSE	
9. RELOCATION PAYMENTS TO INDIVIDUALS AND BUSINESS	
10. DEMOLITION AND REMOVAL	
11. CONSTRUCTION AND PROJECT IMPROVEMENT	
12. EQUIPMENT	
13. MISCELLANEOUS	
14. TOTAL (Lines 1 thru 13)	
15. ESTIMATED INCOME (if applicable)	
16. NET PROJECT AMOUNT (Line 14 minus 15)	
17. LESS: INELIGIBLE EXCLUSIONS	
18. ADD: CONTINGENCIES	
19. TOTAL (Share: Recipient _____ % Federal _____ %.)	
20. TOTAL APPROVED ASSISTANCE AMOUNT	

a. GENERAL CONDITION

The recipient covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this agreement, in accordance with all applicable provisions of 40 CFR Chapter I, Subchapter B. The recipient warrants, represents, and agrees that it, and all its contractors, employees and representatives, will comply with all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of 40 CFR Part 35 Subpart O.

b. TERMS AND CONDITIONS**1. AUTHORITY**

The New York State Department of Environmental Conservation (hereinafter "recipient" or "DEC") acknowledges that this Cooperative Agreement has been entered into pursuant to the following authorities and the recipient agrees to comply with the applicable requirements contained in such authorities:

- (a) Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as amended ("CERCLA").
- (b) 31 U.S.C. Section 6301 et seq.
- (c) 40 CFR Chapter I, Subchapter B including, without limitation, 40 C.F.R. Part 35 Subpart O.
- (d) 40 CFR Chapter I, Subchapter J including, without limitation, 40 C.F.R. Part 300, Subpart F.

2. PROMPT PAYMENT ACT PROVISIONS

In accordance with the Prompt Payment Act, 31 U.S.C. Section 3901 et seq., funds will not be used by the recipient for the payment of interest penalties to contractors when bills are paid late, nor may interest penalties be used to satisfy any cost-sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.

3. PURPOSE - ENFORCEMENT-LEAD ASSISTANCE ACTIVITIES

The recipient has agreed to conduct lead-agency activities covered by this Cooperative Agreement during response action initiated at the Site. The recipient understands that EPA funding for lead-agency assistance does not change the contractual relationships between or among EPA, DEC (or, if applicable, any private party conducting the response action subject to DEC oversight), and any response contractor. The recipient may not direct work of EPA and/or its response contractors and subcontractors.

EPA execution of this Cooperative Agreement is not intended to, nor does it,

constitute any agreement or commitment by EPA, either express or implied, to provide any additional federal funds for any future activities relating to the Site.

4. PARTIES' REPRESENTATIVES

- (a) EPA has designated John La Padula, Emergency and Remedial Response Division, United States Environmental Protection Agency, Region II, 26 Federal Plaza, New York, New York, 10278, (212) 264-0276 to serve as EPA Project Officer for this Cooperative Agreement.
- (b) The recipient has designated Stephen Hammond, Division of Hazardous Waste Remediation, New York State Department of Environmental Conservation, 50 Wolf Road, Albany, New York 12233-7010, (518) 457-4349, to serve as the state Project Officer for this Cooperative Agreement.

5. SITE ACCESS

- (a) The DEC will attempt to obtain Site access (or, if applicable, to require access to be secured by any private party performing the response action subject to DEC oversight). Notwithstanding the foregoing, the recipient is responsible for obtaining Site access for EPA, its representatives, and its contractors, as well as any interests in land necessary to complete the response actions for which assistance is provided hereunder.
- (b) Employees or other representatives of EPA shall have access to the Site, in compliance with a Site health and safety plan, to review work in progress or to perform activities in connection with enforcement or cost recovery actions related to the Site.

6. INFORMATION REGARDING THE SITE

- (a) At EPA's request, and to the extent allowed by state law, the recipient shall make available to EPA any information in its possession concerning the Site. At the request of EPA, representatives of the recipient will meet with EPA to discuss the progress of the projects and exchange Site information.
- (b) Unless otherwise required by applicable state or federal law, any information which may potentially affect present or planned enforcement actions or investigations shall not be released to the public by the recipient unless approved by both EPA's Region II Office of Regional Counsel and the New York State Department of Law. The recipient shall notify EPA of all such information publicly released by it.
- (c) The recipient shall advise EPA of all enforcement actions taken or to be initiated by it regarding the Site.

7. THIRD PARTIES

- (a) This Cooperative Agreement is intended to benefit only the recipient and

EPA. It extends no benefit or right to any third party not a signatory to this Cooperative Agreement.

- (b) Nothing contained in this Cooperative Agreement shall create or be interpreted or construed to result in:
- (i) any liability to the recipient or to the United States for loss resulting from bodily injury or property damage to any third party for acts or omissions in connection with the Site or this Cooperative Agreement;
 - (ii) the waiver of any of rights or immunities provided by law to the recipient or EPA;
 - (iii) any obligation or responsibility by the recipient or EPA to any third party by way of contract or otherwise;
 - (iv) the waiver of any right of EPA to recover any of its costs pursuant to CERCLA or otherwise to enforce the provisions of CERCLA or any other law against any third party;
 - (v) the waiver of any right of the recipient to enforce any applicable law against any third party.

8. DISCLAIMER OF AGENCY RELATIONSHIP

Nothing contained in this Cooperative Agreement shall be construed to create, either expressly or by implication, the relationship of agency between the recipient and EPA.

9. AMENDMENTS

Any change in this Cooperative Agreement must be agreed to by both parties in writing.

10. ANTI-LOBBYING

No portion of this award may be used for lobbying or propaganda purposes as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74. In addition, the recipient shall comply with Section 1352 of P.L. 101-121 entitled "Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions."

11. USE OF RECYCLED PAPER

Pursuant to EPA Order 1000.25, dated January 24, 1990, the recipient agrees to use recycled paper for all reports which are prepared as a part of this Cooperative Agreement and delivered to EPA. This requirement does not apply to reports which are prepared on forms supplied by EPA. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.

12. UTILIZATION OF SMALL BUSINESSES IN RURAL AREAS ("SBRAs")

In accordance with Section 129 of Public Law 100-590 (i.e., Small Business Act amendments) the recipient agrees and is required to utilize the following affirmative steps if a contract is awarded under this assistance agreement:

- (a) Placing SBRAs on solicitation lists;
- (b) Assuring that SBRAs are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- (d) Establishing delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs;
- (e) Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate; and
- (f) Requiring the contractor to take the affirmative steps listed in (a) through (e) above if subcontracts are awarded.

13. EPA-AUTOMATED CLEARINGHOUSE

The recipient agrees to the following conditions in accepting this assistance agreement for the EPA-Automated Clearinghouse (EPA-ACH) method of financing:

- (a) Cash draw down will be made only as actually needed for its disbursement;
- (b) The recipient will provide timely reporting of cash disbursements and balances as required by the EPA-ACH Recipient's Manual;
- (c) The recipient will impose the same standards of timing and reporting on secondary recipients, if any;
- (d) When a drawdown occurs under the EPA-ACH, the recipient will show on the voucher the Cooperative Agreement number, the appropriate EPA account number, and the drawdown amount applicable to each site/activity account and operable unit (as applicable), as indicated by the eighth digit of the account number, as follows:
 - B - Pre-Enforcement Activity (Potentially Responsible Party Identification, Site Classification, Negotiations/Settlements)
 - H - Remedial Analysis (including Support Activities)
 - J - Pre-Remedial Activities (Discovery and Notification, Preliminary Assessment, Site Inspection, and Ranking Activities)
 - L - Remedial Investigation/Feasibility Study
 - N - Remedial Design
 - P - Oversight of Responsible Party Actions
 - R - Remedial Action

- S - Operation and Maintenance
- 2 - Judicial Enforcement
- 3 - State/Federal Facility Liaison
- 4 - General Enforcement
- 7 - General Support and Management

- (e) When funds for a specific activity/operable unit (as applicable) have been exhausted but the work under the activity/operable unit has not been completed, the recipient will not draw down from another activity/operable unit or site account without written permission from EPA.
- (f) Funds remaining in an account after completing an activity/operable unit (as applicable) shall be returned to EPA or, with written permission from EPA, may be applied to another activity/operable unit or site.
- (g) When an activity/operable unit (as applicable) is completed, the recipient will submit a Financial Status Report (SF-269) within 90 days to the EPA Grants Officer.
- (h) The recipient will also submit the SF-269 within 90 days after the close of each budget period. If the budget period is longer than one year the report will be submitted annually, based on the anniversary date of the award.

Failure on the part of the recipient to comply with the above conditions may cause the undisbursed portions of the EPA-ACH to be revoked and financing method changed to a reimbursable basis.

14. DISADVANTAGED BUSINESS ENTERPRISE FAIR SHARE REQUIREMENTS

(a) Fair Share Condition

The recipient shall ensure to the fullest extent possible that at least 15% (Fair Share) of Federal funds awarded under this agreement for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black colleges and universities ("DBEs").

The recipient agrees to include the 15% requirement in its bid documents and require all of its prime contractors to include the 15% requirement in their bid documents for subcontracts.

To ensure compliance with the "Fair Share" policy, the recipient also agrees to comply with the following six affirmative steps:

- (i) Placing qualified DBEs on solicitation lists;
- (ii) Assuring that DBEs are solicited whenever they are potential sources;

- (iii) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by DBEs;
- (iv) Establishing delivery schedules, where the requirements of work will permit, which encourage participation by DBEs;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate; and
- (vi) Requiring the prime contractor to take the affirmative steps listed in (i) through (v) above if subcontracts are awarded.

(b) Reporting Requirement

The recipient shall submit a quarterly SF-334 "MBE/WBE Utilization," to the EPA Grants Officer beginning with the Federal fiscal year quarter the recipient awards its first contract and continuing until all contracts and subcontracts have been reported. These reports must be submitted to the EPA Grants Officer within 30 days of the end of the Federal fiscal quarter (January 30, April 30, July 30, and October 30).

15. INDIRECT COSTS

The recipient shall charge indirect costs to this Agreement in accordance with the established EPA "billing rate." When approved, the recipient will submit to the EPA Grants Office the negotiated indirect cost te agreement for the period(s) covered in this award document. Upon receipt of the negotiated agreement, the rate(s) shall be incorporated into the award document.

16. REIMBURSEMENT OF ADVANCED PAYMENTS

DEC shall reimburse EPA for any advance payment by EPA pursuant to this Cooperative Agreement, for DEC's oversight of PRPs during a state enforcement response, unless DEC has instituted timely legal action against the PRPs for recovery of the subject costs and a court of competent jurisdiction has determined that such costs are not recoverable for any reason other than inconsistency with the National Contingency Plan.

SPECIAL CONDITIONS (continued)

PART IV

NOTE: The Agreement must be completed in duplicate and the Original returned to the Grants Administration Division for Headquarters awards and to the appropriate Grants Administration Office for State and local awards within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the recipient subsequent to the document being signed by the EPA Award Official, which the Award Official determines to materially alter the Agreement, shall void the Agreement.

OFFER AND ACCEPTANCE

The United States of America, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers assistance/amendment to the NYS DEPT. OF ENV. CONSERVATION for 100.00 % of all approved costs incurred up to and not exceeding \$ 2,734,249 for the support of approved budget period effort described in application (including all application modifications) cited in Item 22 of this Agreement

Onondaga Lake Site dated 9/14/93 rev. 9/23 & 9/24/93 & 9/29/93, included herein by reference.
DATE AND TITLE

ISSUING OFFICE (Grants Administration Office)

ORGANIZATION / ADDRESS
EPA REGION II
GRANTS ADMINISTRATION BRANCH
26 FEDERAL PLAZA
NEW YORK, NY 10278

AWARD APPROVAL OFFICE

ORGANIZATION / ADDRESS
REGIONAL ADMINISTRATOR OFFICE
US EPA, REGION II
26 FEDERAL PLAZA
NEW YORK, NY 10278

THE UNITED STATES OF AMERICA BY THE U.S ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL

TYPED NAME AND TITLE

WILLIAM J. MUSZYNSKI, P.E.

DATE

ACTING REGIONAL ADMINISTRATOR

9/30/93

This agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter I, Subchapter B and of the provisions of this agreement (Parts I thru IV), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

SIGNATURE

TYPED NAME AND TITLE

THOMAS C. JORLING
COMMISSIONER

DATE

ONONDAGA LAKE NPL SITE

COOPERATIVE AGREEMENT BETWEEN THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (NYSDEC) AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (USEPA)

Site History and Background Information

The Onondaga Lake NPL Site is generally comprised of the Lake, associated tributaries and upland hazardous waste/substance sites which have contributed or are contributing contamination to the Onondaga Lake System. The boundaries of the site will be more clearly defined upon review of the information received in response to the 104(e) information request letters and any additional data developed as a result of ongoing studies.

Onondaga Lake, located in the metropolitan Syracuse area, is a relatively small lake, approximately 4.5 miles (7.24 km) long and 1 mile (1.61 km) wide, with a mean depth of approximately 38 feet (12 m) and a maximum depth of approximately 67 feet (20.5 m). Several tributaries flow into the Lake, the most important of which are Onondaga, Ninemile and Ley creeks. The Lake drains northerly to the Seneca River which combines with the Oneida River to form the Oswego River which, in turn, empties into Lake Ontario at the City of Oswego.

The Lake is bordered on its eastern shore by the suburban Village of Liverpool, its northern and northwestern shores by the Town of Salina, and its southwestern shore by the Town of Geddes where AlliedSignal Inc. and Hanlin-LCP facilities are located. A major construction project is currently under way on the southern shore of the Lake with the construction of a large shopping mall and an integrated residential-business community. Plans are also being considered for the construction of bulk storage fuel tank farms and marina facilities in the area of the old barge canal (Onondaga Creek).

In the late 1800's and early 1900's, Onondaga Lake supported a thriving resort industry based upon the recreational utilization of the Lake including swimming and recreational fishing. The Lake also had a plentiful cold water and warm water fishery which supported a commercial fishing industry.

However, from the late 1800's to the present, Onondaga Lake has been a receptacle for both industrial and municipal wastes. Mercury and various alkali wastes (chlorides, sodium, calcium, etc.) appear to be the most significant industrial pollutants in the Lake. It is estimated that from 1947 through 1970 approximately 165,000 pounds of mercury were discharged into Onondaga Lake by AlliedSignal's chemical production facilities (chlor-alkali plants). The magnitude of the alkali discharges to the Lake which began in the early 1880's can be inferred from the fact that there are today approximately 1500 acres of waste beds containing alkali wastes draining into Onondaga Lake. A study completed in 1989 by Blasland & Bouck Engineers, indicated that in the early 1980's approximately 4000 tons a day of chlorides were entering Ninemile Creek from the area of the Solvay wastebeds. After Allied's production facility closed in 1986, daily chloride loadings into Ninemile Creek were reported to have decreased to 400 tons a day.

Currently the NYSDEC is involved with various responsible party regulatory actions within the Onondaga Lake region. These include remedial investigation/feasibility studies, RCRA corrective actions, regulation of SPDES discharges, etc. The sites associated with these responsible party actions, which comprise the Onondaga Lake NPL Site, will be referred to as "subsites" throughout this cooperative agreement.

There are several subsites which may be impacting Onondaga Lake. As the project unfolds the impact on Onondaga Lake from these subsites will be addressed and dealt with as appropriate. The following is a current list of the potential subsites:

Salina Town Landfill	Maestri
Onondaga Nation Barrel Site	McKesson Environmental
State Fair Landfill	Syracuse China
Onondaga Lake Mercury Sediments	Syracuse Fire Training Area
Allied - Willis Avenue	Ley Creek PCB Dredgings
Allied - Semet Residue Ponds	Val's Dodge
GM - Fisher Guide Division	LCP Chemicals

With the proposed listing of the Onondaga Lake site on the National Priorities List of hazardous waste sites it is necessary to develop and implement a comprehensive site-wide coordination effort to assist with regulatory consistency and achievement of an overall remediation of the Lake.

The Cooperative Agreement grant, in the amount of **[\$2,734,249]** would provide the NYSDEC, lead agency for this project, with funds to manage the project over the next year. Specifically, the work tasks associated with the grant include the following: procurement and oversight of a risk assessment contractor who would develop a comprehensive site-wide risk assessment; development of a project management plan; coordination and tracking of the Onondaga Lake remediation; development and implementation of a site-wide citizen participation program; coordination with the Onondaga Lake Management Conference; creation and maintenance of a site-wide data base; subsite management; and development of a comprehensive enforcement program for the NPL site.

ONONDAGA LAKE NPL SITE

COOPERATIVE AGREEMENT BETWEEN THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (NYSDEC) AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (USEPA)

Statement of Work

The NYSDEC will be responsible for the following tasks under the cooperative agreement:

Task I: Development of Project Management Plan

The NYSDEC will develop a site-wide management plan which will outline the chain of command, lines of communication, project personnel, and the steps which will be implemented to insure that the various ongoing enforcement and future enforcement and remedial actions will be coordinated such that the remediation of the National Priorities List (NPL) site meets CERCLA and NCP requirements.

The coordination and management related functions described above are necessary to fulfill the Department's obligations for the enforcement of state and federal law: as is contemplated by the negotiation and oversight of administrative consent orders pursuant to and under the state enforcement authority of Articles 3, 27 and 71 of the Environmental Conservation Law of the State of New York (the "ECL"), the rules and regulations promulgated thereto, and state common law; and, should an administrative consent order be unobtainable, the enforcement of the state's rights at law and equity in the appropriate State and Federal Courts pursuant to applicable state and federal law as required.

Inherent in such a site-wide management plan is the coordination of the numerous technical, health and legal personnel employed by several state agencies which are located throughout the state as well as the logistics necessary to notify and coordinate all activities with the many local governments and entities located within the geographic boundaries of the NPL site.

Funding for any required supplemental RI/FS work will be requested in the future as these requirements are determined.

Eligibility: 40 CFR 35.6150(c) and (d)

In accordance with the necessary activities and discussion set forth above, the funding eligibility criteria for the site-wide management plan is 40 CFR 6150(c) as all of these activities are integral elements of any state administrative or judicial enforcement contemplated and authorized under applicable state and federal law.

In the alternative and/or in conjunction with other funding criteria 40 CFR 6150(d) is also an eligible funding criteria as the activities performed in this Task will be applicable to any

Task I: Development of Project Management Plan (Continued)

management assistance and oversight of PRPs during Federal enforcement responses necessitated during the course of the investigation and remediation of this NPL site.

Deliverables/Milestones: Completion of Management Plan by March 1994

Task II: Site-Wide Risk Assessment

The contractor will be responsible for reviewing any existing risk assessments associated with ongoing enforcement actions, as well as those which are yet to be completed, for the various Onondaga Lake subsites and supplementing these risk assessments, as appropriate, for compliance with the NCP and applicable federal and state policies. These subsite risk assessments will support the corresponding subsite remedy determinations as well as factor into or serve as a component of a comprehensive, site-wide risk assessment which will be performed under this task. The contractor will be required to follow the following documents, among others, as appropriate:

1. Risk Assessment Guidance for Superfund, Volumes I and II;
2. Supplementary Guidance Series - ECO Update (5);
3. Ecological Assessment of Hazardous Waste sites: A Field and Laboratory Reference;
4. Environmental Evaluation Manual (EPA/540/1-89/001, March 1989);
5. The Superfund Exposure Assessment Manual (EPA/540/1-88/001, April 1988);
6. The Exposure Factors Handbook (EPA/600/8-89/043, March 1989);
7. Guidance for Data Useability in Risk Assessment (EPA/540/G-90/008, October 1990)

Deliverables/Milestones:

Hire a Risk Assessment Contractor by June of 1994.

Prepare and submit, by September 1994, a Draft Work Plan that will be followed to assess the current and future risks posed by the entire NPL site. The Work Plan will take into account how the risk assessments that have been or are being developed at the present subsites will be incorporated into the site-wide risk assessment.

Eligibility: 40 CFR 35.6150(c) and (d)

The funding criteria for this Task is 40 CFR 35.6150(c) as the activities, data generated, and conclusions reached will be a direct and fundamental component and/or goal of any overall administrative and judicial enforcement activity undertaken by the state as authorized by Articles 3, 27 and 71 of the ECL, the rules and regulations promulgated thereto, and state common law. These activities will be in furtherance of the investigation and remediation of the NPL site

Task II: Site-Wide Risk Assessment (Continued)

including but not limited to the prioritization of enforcement negotiations, judicial actions and remedial activities as well as the delineation of technical, health related and legal responsibilities between various state agencies to achieve the stated goals of Task I of this Agreement.

In the alternative and/or in conjunction with other funding eligibility criteria, the site-wide risk assessment is also eligible for funding under the criteria stated in 40 CFR 35.6150(d) as the risk assessment will be used to support any management assistance and oversight of PRPs during Federal enforcement responses necessitated during the course of the investigation and remediation of this NPL site.

Task III: Coordination and Tracking of Onondaga Lake Remediation

The NYSDEC will monitor the activities associated with the various aspects of the project to insure that subsite consent decrees are followed and insure that the remedial measures are consistent with the site-wide remediation, CERCLA and the NCP. The following items are included as part of this task:

1. Review of correspondence, data and information between the NYSDEC and the responsible party or parties for each subsite or other project related activity. The review will focus on consistency and completeness between the various subsites with respect to geographic bounds of investigations, contaminants of concern, remedial action objectives, etc. It will also ensure that the relationship between sites which impact Onondaga Lake are properly evaluated.
2. Establish a tracking program which will monitor subsite project milestones to assist with site management and reporting. Specifically, a data base will be established which includes subsite specific information such as: site background, consent order/permit status, description of known or suspected contaminated media, existing or possible pathways of contamination to the Lake system, anticipated and actual dates for project milestones, etc. The tracking program will also track the progress of other project related activities such as pre-subsite enforcement, non-subsite sites, etc.

Deliverables/Milestones: Have Tracking System up and running by March 1994

Eligibility: 40 CFR 35.6150(c) and (d)

The funding criteria for this Task is 40 CFR 35.6150(c) as the tracking and monitoring of the investigation and remediation of the NPL site and the oversight of PRPs to ensure the timely performance of remedial tasks are among the enumerated state enforcement powers and obligations of the Department undertaken in furtherance of state law administrative and judicial

Task III: Coordination and Tracking of Onondaga Lake Remediation (Continued)

enforcement actions authorized in accordance with state law pursuant to Articles 3, 27 and 71 of the ECL, the rules and regulations promulgated thereto, and state common law.

In the alternative and/or in conjunction with other funding eligibility criteria, the coordination and tracking of the NPL site remediation is also eligible for funding under the criteria stated in 40 CFR 35.6150(d) as such coordination and tracking will be used to support any management assistance and oversight of PRPs during a Federal enforcement response necessitated during the course of the investigation and remediation of this NPL site.

Task IV: Coordination Between the NYSDEC and the Onondaga Lake Management Conference

The NYSDEC will enhance its program for working with the Management Conference to ensure that all pertinent information is shared so that respective actions towards the common goal of lake restoration are complementary.

Eligibility: 40 CFR 35.6150(c) and (d)

The funding criteria for this Task is 40 CFR 35.6150(c) as coordination between the Onondaga Lake Management Conference (the "Management Conference") and utilization of its resources (data, research, investigations and conclusions) will be an important and necessary precursor and complement to the effective development and implementation of any state law administrative and judicial enforcement actions commenced in the course of the investigation and remediation of this NPL site.

In addition, it should be noted that the Management Conference was created by the U.S. Congress in 1990 pursuant to Public Law 101-596, section 401. This Act of Congress specifically provides for the coordination of various federal agencies with the state in the development and recommendations for the remediation of Onondaga Lake including Federal enforcement responses.

Therefore, the funding criteria for this Task should include 40 CFR 35.6150(d) as the activities undertaken for this Task will be in furtherance of any Federal enforcement responses as may be suggested by the Management Conference during the course of the investigation and remediation of this NPL site.

Task V: Development and Implementation of Site-Wide Citizen Participation Program

The NYSDEC will establish and implement a site-wide Citizen Participation (CP) Program. This effort will utilize existing subsite CP plans, as appropriate, as well as citizen participation

Task V: Development and Implementation of Site-Wide Citizen Participation Program (Continued)

information generated by other parties.

Deliverables/Milestones: Establishment of site-wide Citizen Participation Plan by June 1994.

Eligibility: 40 CFR 35.6150(c) and (d)

The funding criteria for this Task is 40 CFR 35.6150(c) as the development of a site specific citizen's participation plan is a direct obligation inherent in any state law administrative or judicial enforcement action undertaken pursuant to Articles 3, 27 and 71 of the ECL, the rules and regulations promulgated thereto, and state common law.

In the alternative and/or in conjunction with other funding eligibility criteria, 40 CFR 35.6150(d) is also an eligible funding criteria for a site-wide CP program as it will be used to support any management assistance and oversight of PRPs during Federal enforcement responses necessitated during the course of the investigation and remediation of this NPL site.

Task VI: Development of a Comprehensive Site-Wide Analytical Data Base

The NYSDEC will develop an analytical data base to provide a comprehensive view of the contamination associated with the Site. This data base will be comprised largely of analytical data associated with the various subsites. This information will be invaluable for the comprehensive risk assessment.

Deliverables/Milestones: By May 1994 collect existing analytical data to be added to data base and determine which data has not been validated such that validation can take place before data is keyed into data base.

Eligibility: 40 CFR 35.6150(a), (c) and (d)

The funding criteria for this Task is 40 CFR 35.6150(a) as the development of the comprehensive analytical data base to be produced under this Task will by necessity require additional PRP searches for a large geographic area including but not limited to extensive research of federal, state, local and private records and/or other investigation as required.

In the alternative and/or in conjunction with other funding eligibility criteria, this Task is also eligible for funding under those criteria as set forth in 40 CFR 35.6150(c) and (d).

Subsection (c) is applicable as the activities performed in furtherance of this Task for the compilation of an analytical data base will be used as an enforcement instrument for any state administrative and judicial enforcement actions taken under State law pursuant to Articles 3, 27

Task VI: Development of a Comprehensive Site-Wide Analytical Data Base (Continued)

and 71 of the ECL, the rules and regulations promulgated thereto, and state common law.

Subsection (d) is also applicable as this Task's activities will be used to facilitate and augment any required management assistance and PRP oversight during Federal enforcement responses necessitated in the course of the investigation and remediation of this NPL site.

Task VII: Subsite Management

The State will provide oversight of the remedial investigations and feasibility studies (RI/FSs) at the subsites within the Onondaga Lake NPL Site to ensure that the RI/FSs comply with the subsite consent decrees, CERCLA, NCP and federal and state laws and regulations and seek recovery of such oversight costs from the potentially responsible parties (PRPs). It is anticipated that there will be numerous other subsites and PRPs, and that negotiations will be held during 1993-1994 to seek cost recovery for past and future costs from these PRPs. The State will endeavor to seek oversight monies from the PRPs for those sites which cost recovery has not been attempted and new sites for which an Order has not yet been negotiated. The narrative in Attachment 1 gives background information on the Onondaga Lake Subsite. Work that is anticipated for the 1993-94 FFY is also detailed in the narrative.

<u>Site Name</u>	<u>State Registry Site Number</u>
Onondaga Lake Mercury Sediments	734030

Deliverables/Milestones:

Mercury Modeling Report (due December 1993)
Sediment Processes Report (due December 1993)
Calcite Modeling Report (due December 1993)
Baseline Ecological Risk Assessment (due May 1994)
Baseline Human Health Risk Assessment (due May 1994)
Draft Remedial Investigation Report (due August 1994)

In addition to the sites listed above, there are numerous other sites around the lake that will be subsites to the NPL site. Funds for their specific oversight have not been included in this grant application due to the need for NYSDEC to gather additional information and pending the 104(e) process results. Therefore it is anticipated that additional funds will be needed for the subsites in the future.

All costs expended by NYSDEC in its oversight of the subsites will be accounted for by subsite.

Task VII: Subsite Management (Continued)

Eligibility: 40 CFR 35.6150(b),(c),(d) and (e)

The eligible funding criteria for this Task are alternatively or in conjunction with the other criteria 40 CFR 35.6150(b), (c), (d) and (e).

Subsection (b) is applicable as prior experience has indicated that PRP related negotiation activities are likely both prior to and during the course of the oversight of subsite remedial activities due to the complexity and unpredictability of subsite management.

Subsection (c) is applicable as state administrative and judicial enforcement or the expectation of that enforcement will be required in order to implement and ensure the oversight of subsite remedial activities pursuant to Articles 3, 27 and 71 of the ECL, the rules and regulations promulgated thereto, and state common law and/or applicable federal law.

Subsection (d) is applicable as this Task's activities will be used to facilitate and augment any required management assistance and oversight of PRPs during Federal enforcement responses necessitated during the implementation of subsite remedial activities in the course of the investigation and remediation of this NPL site.

Subsection (e) is applicable as the oversight of PRP remedial activities presently anticipated during the course of subsite management is being performed subsequent to the State having taken necessary action to compel the PRP for the subsite presently listed in this agreement to fund the oversight costs under state enforcement authority (both administrative and judicial). In addition, such a commitment is now in force due to the exercise of such necessary action. If however, in the alternative, the State cannot in the future obtain a PRP commitment to fund subsequent subsite remedial oversight activities after having taken such necessary action to compel, then these activities will be considered eligible for funding in a subsequent modification to this enforcement agreement.

Task VIII: Development of a Comprehensive Enforcement Program for the NPL Site

The NYSDEC will initiate a comprehensive enforcement program for the Onondaga Lake NPL Site. Initially, this will involve the coordination and management of a number of varied interests and aspects pertaining to this NPL Site. The overall goal will be to ensure that all appropriate enforcement activities are undertaken to obtain commitments from responsible parties, to carry out the necessary remedial investigations/feasibility studies, implement the required remedial action and pay all past and future response costs. In order to accomplish this, it will be necessary to assign, in addition to non-legal staff, two full time senior attorneys to carry out the duties associated with this case and additionally, one assistant counsel to act as supervisor and overall coordinator of enforcement efforts for the project and to perform specific case assignments in conjunction with the two senior attorneys under his/her direction. The time associated with these three legal positions will relate to this task as well as task VII. Among the

Task VIII: Development of a Comprehensive Enforcement Program for the NPL Site (Continued)

duties to be carried out by the attorneys are the following:

1. Work closely with the Division of Hazardous Waste Remediation and other environmental program staff to ensure that the responsible parties commit to undertake the necessary work for the full investigation and remediation of the site. This will involve the initiation of an enforcement action against the responsible parties which will include among other duties the following: requests for information, review of relevant information relating to responsible parties' liability, discussions with technical staff regarding strategy for negotiations, negotiations of enforcement documents with responsible parties and drafting legal documents relating to enforcement against responsible parties.
2. Coordinate and manage all activity relating to the Commissioner's responsibility as trustee for natural resource damages for the Onondaga Lake NPL Site.
3. Ensure that all responsible parties which are under order are in full compliance with the provisions of the orders and initiate appropriate action in any areas where follow up is required to ensure compliance with the commitments for the respective responsible party.
4. Coordinate with the Onondaga Lake Management Conference to ensure that a structured, coordinated approach is taken with regard to any activity initiated by the Conference as it relates to the enforcement program for the Onondaga Lake NPL Site.
5. Coordinate with the NYS Department of Law regarding the pending CERCLA case that has been filed for the Onondaga Lake state registry site.
6. Review and evaluate all relevant prior enforcement activity for the Onondaga Lake NPL Site as it may relate to and impact upon the current enforcement program.
7. Establish a formal communication network with the Environmental Protection Agency (EPA) enforcement counsel to ensure that it is fully advised of both the Department's legal efforts and related engineering/technical activities in order to secure EPA review and concurrence of the overall enforcement effort underway.
8. Work closely with EPA enforcement counsel in the development of the various Records of Decision (RODs) that will be issued during the course of the enforcement program to assist in securing final EPA concurrence for each ROD issued.
9. Investigate and evaluate potential subsites and associated responsible parties.

Task VIII: Development of a Comprehensive Enforcement Program for the NPL Site (Continued)

10. Pursue all necessary efforts to obtain full cost recovery from all available responsible parties.

Generally, the responsibilities for the supervising attorney and the two senior attorneys assigned to the Onondaga Lake NPL Site will involve day to day communications with the various governmental entities involved in the case and also, continuous contact with the responsible parties' legal representatives to ensure that the overall enforcement initiative is properly managed, coordinated, developed and directed so that all aspects of the Department's interests in this case are protected and that ultimately, an appropriate remedial program is implemented, all response costs are obtained and adequate provision is made for pursuing the Commissioner's trustee claim under CERCLA, for natural resource damages.

Eligibility: 40 CFR 35.6150 (a), (b) and (c)

The NYSDEC will perform PRP searches, issue notice letters, perform negotiations and judicial enforcement actions.

ONONDAGA LAKE NPL SITE

COOPERATIVE AGREEMENT BETWEEN THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (NYSDEC) AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (USEPA)

Detailed Cost Estimate

Note: The following estimated costs span a one year period.

Task I: Development of Project Management Plan

Cost for FFY '93-'94

<u>Personnel</u>	<u>Time</u>	<u>Salary/yr</u>	<u>Total</u>
Environmental Engineer 4 (Grade 31)	4 Weeks	@\$79,301	= \$ 6,100
Environmental Engineer 3 (Grade 27)	5 Weeks	@\$65,124	= \$6,262
Environmental Engineer 2 (Grade 24)	20 Weeks	@\$55,785	= \$21,456
Environmental Engineer 1 (Grade 20)	20 Weeks	@\$45,610	= \$17,542
Keyboard Specialist (Grade 6)	6 Weeks	@\$21,994	= \$2,538
Sub-Total			= \$53,898
Fringe Benefit		30.04%	= \$16,191
Indirect Costs		32.71%	= \$22,926
Task I Total:			=\$93,015

Task II: Site-Wide Risk Assessment

Hire a contractor to review existing risk assessments for the various subsites and supplement them as appropriate such that the contractor can develop a site-wide comprehensive risk assessment.

Contractual - Estimated at \$540,709 based on size of site and cost of similar work at other sites.

NYSDEC Oversight of Contractor

Task II - Costs for FFY 1994

Personnel	Time	Salary/yr	Total
Environmental Engineer 4 (Grade 31)	2 Weeks	@\$79,301	= \$ 3,050
Environmental Engineer 3 (Grade 27)	4 Weeks	@\$65,124	= \$ 5,010
Environmental Engineer 2 (Grade 24)	26 Weeks	@\$55,785	= \$27,893
Research Scientist III (Grade 25) Division of Fish & Wildlife	15 Weeks	@\$58,766	= \$16,952
Research Scientist II (Grade 23) Division of Water	10 Weeks	@\$53,073	= \$10,206
Program Research Specialist II (Grade 18) NYS Dept. of Health	26 Weeks	@\$41,268	= \$20,634
Keyboard Specialist (Grade 6)	8 Weeks	@\$21,994	= \$3,384
Sub-total			= \$87,129
Fringe Benefit		30.04%	= \$26,174
Indirect Costs		32.71%	= \$37,061
Contractual			= \$540,709
Task II Total:			= \$691,073

Task III: Coordination and Tracking of Onondaga Lake Remediation

- a) Coordination of Onondaga Lake Remediation - review correspondence, data and information between the NYSDEC and responsible parties for the various aspects of the project with the intent of insuring site-wide consistency and completeness.

Task III -A

Cost for FFY 1994

<u>Personnel</u>	<u>Time</u>	<u>Salary/yr</u>	<u>Total</u>
Environmental Engineer 4 (Grade 31)	6 Weeks	@\$79,301	= \$ 9,150
Environmental Engineer 3 (Grade 27)	26 Weeks	@\$65,124	= \$ 32,562
Environmental Engineer 2 (Grade 24)	52 Weeks	@\$55,785	= \$55,785
Environmental Engineer 1 (Grade 20)	52 weeks	@\$45,610	= \$45,610
Engineering Geologist II (Grade 24)	52 Weeks	@\$55,785	= \$55,785
Research Scientist III (Grade 25) Division of Fish & Wildlife	10 Weeks	@\$58,766	= \$ 11,301
Research Scientist II (Grade 23) Division of Water	20 Weeks	@\$53,073	= \$ 20,413
Environmental Chemist II (Grade 23)	10 Weeks	@\$53,073	= \$ 10,206
Program Research Specialist II (Grade 18) NYS Dept. of Health	20 Weeks	@\$41,268	= \$ 15,872
Keyboard Specialist (Grade 6)	52 Weeks	@\$21,994	= \$21,994
Sub-total (III-A)			= \$ 278,678

- b) Tracking of progress of Onondaga Lake Remediation - a tracking program will be developed and a periodic report will be generated which provides background information on each subsite and project related activity as well as time frames for various project milestones.

Task III-B

Cost for FFY 1994

<u>Personnel</u>	<u>Time</u>	<u>Salary/yr</u>	<u>Total</u>
Environmental Engineer 4 (Grade 31)	1 Weeks	@\$79,301	= \$ 1,525
Environmental Engineer 3 (Grade 27)	3 Weeks	@\$65,124	= \$3,757
Environmental Engineer 2 (Grade 24)	26 Weeks	@\$55,785	= \$27,893
Environmental Engineer 1 (Grade 20)	18 Weeks	@\$45,610	= \$15,788
Keyboard Specialist (Grade 6)	10 Weeks	@\$21,994	= \$4,230
Sub-total (III-B)			= \$53,193

Task III Total Cost for FFY 1994

		<u>Total</u>
Task III- A		= \$278,678
Task III - B		= \$53,193
Fringe	30.04%	= \$99,694
Indirect	32.71%	= \$141,165
Task III Total		= \$572,730

Task IV: Coordination Between the NYSDEC and the Onondaga Lake Management Conference

Task IV Cost for FFY 1994

<u>Personnel</u>	<u>Time</u>	<u>Salary/yr</u>	<u>Total</u>
Environmental Engineer 4 (Grade 31)	2 Weeks	@\$79,301	= \$ 3,050
Environmental Engineer 3 (Grade 27)	3 Weeks	@\$65,124	= \$3,757
Environmental Engineer 2 (Grade 24)	20 Weeks	@\$55,785	= \$21,456
Research Scientist III (Grade 25) Division of Fish & Wildlife	15 Weeks	@\$58,766	= \$16,952
Research Scientist II (Grade 23) Division of Water	13 Weeks	@\$53,073	= \$13,268
Program Research Specialist II (Grade 18) NYS Dept. of Health	20 Weeks	@\$41,268	= \$15,872
Keyboard Specialist (Grade 6)	6 Weeks	@\$21,994	= \$ 2,538
Sub-total			= \$76,893
Fringe Benefit		30.04%	= \$ 23,099
Indirect Costs		32.71%	= \$ 32,707
Task IV Total:			= \$132,699

Task V: Development and Implementation of Site-Wide Citizen Participation Program

Task V Costs for 1994

<u>Personnel</u>	<u>Time</u>	<u>Salary/yr</u>	<u>Total</u>
Environmental Engineer 4 (Grade 31)	3 Weeks	@\$79,301	= \$ 4,575
Environmental Engineer 3 (Grade 27)	3 Weeks	@\$65,124	= \$3,757
Environmental Engineer 2 (Grade 24)	16 Weeks	@\$55,785	= \$17,165
Citizen Participation Specialist II (Grade 21)	52 Weeks	@\$47,980	= \$47,980
Program Research Specialist II (Grade 18) NYS Dept. of Health	6 Weeks	@ 41,268	=\$ 4,762
Keyboard Specialist (Grade 6)	20 Weeks	@\$21,996	= \$ 8,460
Sub-total			= \$86,699
Fringe Benefit		30.04%	= \$ 26,044
Indirect Costs		32.71%	= \$ 36,878
Task V Total:			= \$ 149,621

Task VI: Development of a Comprehensive Site-Wide Analytical Data Base

Task VI Costs for FFY 1994

<u>Personnel</u>	<u>Time</u>	<u>Salary/yr</u>	<u>Total</u>
Environmental Engineer 4 (Grade 31)	1 Weeks	@\$79,301	= \$ 1,525
Environmental Engineer 3 (Grade 27)	1 Weeks	@\$65,124	= \$ 1,252
Environmental Engineer 2 (Grade 24)	3 Weeks	@\$55,785	= \$ 3,218
Environmental Engineer 1 (Grade 20)	10 Weeks	@\$45,610	= \$ 8,771
Research Scientist III (Grade 25) Division of Fish & Wildlife	2 Weeks	@\$58,766	= \$ 2,260
Research Scientist II (Grade 23) Division of Water	3 Weeks	@\$53,073	= \$3,062
Environmental Chemist II (Grade 23)	52 Weeks	@\$53,073	= \$53,073
Environmental Chemist I (Grade 18)	104 Weeks (2 Persons)	@\$41,268	= \$82,536
Keyboard Specialist (Grade 6)	18 Weeks	@\$21,994	= \$ 7,613
Sub-total			= \$163,310
Fringe Benefit -		30.04%	= \$49,058
Indirect Costs -		32.71%	= \$69,466
Task VI Total:			= \$281,834

Task VII - Subsite Management (Onondaga Lake Mercury Sediments)

Travel - Associated with meetings and the monitoring of field activities
20 days/year @ 87.00 per diem = \$ 1,740

Total Costs for FFY 1994

<u>Personnel</u>	<u>Time</u>	<u>Salary/yr</u>	<u>Total</u>
Environmental Engineer 4 (Grade 31)	3 Weeks	@ \$79,301	= \$ 4,575
Environmental Engineer 3 (Grade 27)	4 Weeks	@ \$65,124	= \$5,010
Environmental Engineer 2 (Grade 24)	45 Weeks	@ \$55,785	= \$48,275
Environmental Engineer 2 (Grade 24) Regional Office	5 Weeks	@ \$55,785	= \$5,364
Engineering Geologist 2 (Grade 24)	8 Weeks	@ \$55,785	= \$8,582
Key Board Specialist (Grade 6)	30 Weeks	@ \$21,994	= \$ 12,689
Assistant Counsel (Grade M-3)	3 Week	@ \$70,007	= \$ 4,039
Senior Attorney (Grade 25)	2 Weeks	@ \$58,766	= \$ 2,260
Research Scientist III (Grade 25) Division of Fish & Wildlife	16 Weeks	@ \$58,766	= \$ 18,082
Program Research Specialist II (Grade 18) NYS Dept. of Health	5 Weeks	@ \$ 41,268	= \$ 3,968
Subtotal			= \$112,844
Fringe		30.04%	= \$33,898
Indirect		32.71%	= \$47,999
Travel			= \$1,740
Task VII Total			= \$ 196,481

Task VIII: Development of a Comprehensive Enforcement Program for the NPL Site

Task VIII Costs for FFY 1994

<u>Personnel</u>	<u>Time</u>	<u>Salary/yr</u>	<u>Total</u>
Environmental Engineer 4 (Grade 31)	4 Weeks	@\$79,301	= \$6,100
Environmental Engineer 3 (Grade 27)	8 Weeks	@\$65,124	= \$10,019
Environmental Engineer 2 (Grade 24)	52 Weeks	@\$55,785	= \$55,785
Environmental Engineer 1 (Grade 20)	52 Weeks	@\$45,610	= \$45,610
Assistant Counsel (Grade M-3)	49 Weeks	@\$70,007	= \$65,968
Senior Attorney (Grade 25)	102 Weeks	@\$58,766	= \$115,272
Keyboard Specialist (Grade 6)	52 Weeks	@\$21,994	= \$21,994
Subtotal			= \$320,748
Fringe Benefit -		30.04%	= \$96,353
Indirect Costs -		32.71%	= \$136,434
Task VIII Total:			= \$553,535

Total Costs for all Tasks and Equipment

Total Costs	
Task I:	\$93,015
Task II:	\$691,073
Task III:	\$572,730
Task IV:	\$132,699
Task V:	\$149,621
Task VI:	\$281,834
Task VII:	\$196,481
Task VIII:	\$553,535
Vehicles:	\$47,253
Computer Equipment:	\$16,008
GRANT TOTAL	\$2,734,249.00

ATTACHMENT 1

Onondaga Lake Mercury Sediments

Location

Onondaga Lake, Syracuse, N.Y.

History

Discharges from industries bordering the lake have caused it to become contaminated. Since 1946, the principal contaminant in the lake bottom sediment has been mercury. Over twenty (20) lbs/day may have been discharged by the Allied Corporation through the early 1970's. Lesser amounts of mercury were discharged by Allied after that period, and by LCP Chemicals between 1979 and 1988 according to SPDES monitoring data.

Current Status

On March 16, 1992, a Consent Decree was signed by NYSDEC and AlliedSignal, Inc. which required AlliedSignal to conduct an RI/FS for the lake. Field work for the RI began in the spring of 1992 and is currently ongoing.

Environmental Concerns

A Phase II Investigation of the lake sediments revealed mercury contamination across the entire bottom to depths of four feet or more. It is estimated that seven million cubic yards of sediment are contaminated with mercury. Fish living in the lake have been found to contain high levels of mercury and PCBs. Currently there is a health advisory against eating any fish from the lake. Other contaminants, from a variety of sources, add to the overall environmental problems.

Enforcement Status

ORDERS: Subsequent to the commencement of a CERCLA/common law nuisance action in the Federal District Court for the Northern District of NY by the State, a Consent Decree was entered by Judge McAvoy, dated 3/16/92, which ordered to the PRP to perform an RI/FS for the Lake Site. The RI is in progress. The Consent Decree orders the PRP to pay up to \$200,000.00 per year in administrative costs with a full reservation of rights for the recovery of any past or future costs incurred in excess of that amount.

Anticipated Action During FFY 1993-94

The Remedial Investigation is ongoing and the draft RI report is anticipated to be submitted during August of 1994.

ATTACHMENT 2

Light Duty Vehicles

These vehicles will be utilized solely by Onondaga Lake project staff for transportation associated with site visits and attendance at project related meetings. Three vehicles are necessary due to the fact that multiple site related activities will be taking place simultaneously and coverage of the various activities which would require traveling between Albany and Syracuse at different times on different days. Four wheel drive is required because many sites require off-road access to monitor site activities. A daily log will be maintained to indicate usage associated with the various project tasks.

<u>Description</u>		<u>Price</u>
Chevrolet K Blazer 4 x 4, two door		\$14,629
Options:	Non-Slip Differential	\$ 207
	Automatic Transmission	\$ 730
	Skid Plate	\$ 185
Subtotal		\$15,751
3 Vehicles @ \$15,751 each		TOTAL \$47,253

Daily rental charge for a Chevrolet Blazer from Enterprise Rental (Albany) is 69.99/day.

The vehicles will be utilized over the next four years (i.e. the minimum duration of grant applications associated with this project).

It is anticipated that the number of daily trips to Onondaga Lake over the next four year, associated with this various aspects of this project, will be in the range of 180 day trips/year.

$$180 \text{ days/year} \times 4 \text{ years} \times 69.99/\text{day} = \$50,392.80$$

Since the rental charge exceeds the purchase charge it would be cheaper to purchase the vehicles.

ATTACHMENT 3

Computer Equipment

These computers will be utilized solely by Onondaga Lake secretarial and technical project staff for word processing, computer modeling, data management, etc. The notebook type computer is necessary for in-field data management and word processing. A daily log will be maintained to indicate daily usage of the computers.

<u>Description</u>	<u>Quantity</u>	<u>Price(\$)</u>
Computer Processors:		
IBM 486DX2 66MHz - (80486DX2) 6387 W 90 4 MB Memory Standard includes DOS/Windows/Mouse	527 MB Hard Drive 1@	 2859.50
IBM 486SX 33MHz - (80486SX) 6384 K 70 4 MB Standard Memory includes DOS/Windows/Mouse	340 MB Hard Drive 1@	 1779.35
Toshiba 4500 Color 486SX-20 4MB Standard Memory includes DOS/Windows/Mouse	200 MB Hard Drive 1@	 3335.00
Monitors: 6319 15" Flat(FST)	2@	533.90 ea = 1067.80

Options:

16 MB Memory Module Kit - 70NS(2)	Part No. 6384222	1@1094.45
1 MB Video Memory Module	Part No. 60G1623	1@ 66.00
4 MB Memory Expansion	1@	324.00
Case	1@	104.00
Battery Pack	2@	121.00 ea = 242.00
Recharger	1@	226.00
Auto Adapter	1@	121.00

Printers:

C2001A HP Laser Jet IV Laser Printer	2@1240.24 ea = 2480.48
92284A Parallel Cable for Printer	2@ 15.00 ea = 30.00
	<hr/>
	Subtotal:\$13,729.58

Software:

FoxPro V2.5	1@427.98
LOTUS 1-2-3 for Windows	3@273.00 ea = 819
Norton Utilities V 7.0	3@ 99.00 ea = 297
Wordperfect for Windows V5.2	3@244.95 = 734.85
	<hr/>
	Subtotal 2,278.83

TOTAL \$16,008